

AG Contract No. KR95 2680TRN
ADOT ECS File: JPA 95-211
Project: G1050 51C
Section: SR-69/Walker Road
ESP Improvements

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
, AND
THE CITY OF PRESCOTT

THIS AGREEMENT is entered into 1 March, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PRESCOTT, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 41-1513 and 28-1895 et seq to enter into this agreement
and has by resolution, a copy of which is attached hereto and
made a part hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf of
the City.

3. The City has requested Economic Strength Project (ESP)
funds in the amount of \$72,000.00; the Arizona Department of
Commerce and the Economic Development Commission have recommended
the approval of such funds for the City, and the Transportation
Board has approved the funding, for the construction of street
improvements to SR-69/Walker Road to provide improved access and
aid in the retention and development of local business,
hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>20543</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>03/01/96</u>
<u>Gene Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE

1. The City will:

a. Insure the additional commitment of 70% of the total estimated Project cost, or \$167,743.00, whichever is more, from the City or other sources (not including ESP funds) to the Project and related improvements. Upon completion, accept the Project on behalf of the City and provide maintenance outside the State right-of-way.

b. Invoice the State for ESP funds (Arizona Department of Commerce, ATTN: Deputy Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012), in the amount of \$72,000.00.

c. Provide the State a copy of the executed Project contract(s), and draw down and expend the State ESP funds no later than six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Strategic Finance Division Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85012) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

a. Within thirty (30) days after receipt and approval of the ESP contract(s) and invoice, advance the City ESP funds in the amount of \$72,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the City of any of the provisions of this agreement.

3. The total amount of ESP funds expended under this agreement shall not exceed 30% of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

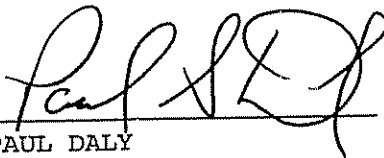
City of Prescott
City Manager
201 South Cortez
Prescott, AZ 86302-2059

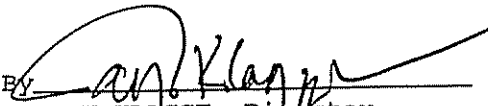
10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF PRESCOTT

STATE OF ARIZONA
Department of Transportation

By 
PAUL DALY
Mayor

By 
JAY KLAGGE, Director
Transportation Planning

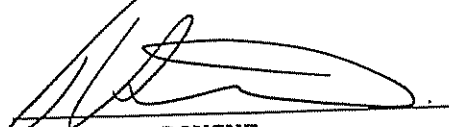
ATTEST:

By 
MARIE WATSON
City Clerk

RESOLUTION

BE IT RESOLVED on this 29th day of November 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Prescott for the purpose of defining responsibilities to convey Economic Strength grant funds to the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Director, Transportation Planning for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 2860

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR ECONOMIC STRENGTH PROJECT IMPROVEMENTS ON SR 69 AND WALKER ROAD, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, the Arizona Department of Transportation has funds available for economic strength projects; and

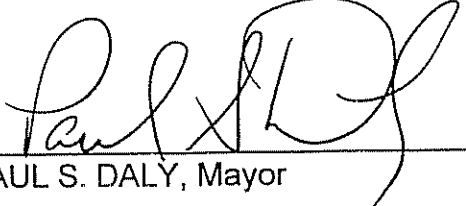
WHEREAS, the Arizona Department of Transportation has determined that certain improvements at State Route 69 and Walker Road are deserving of ESP Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT, the City of Prescott hereby approves the attached Intergovernmental Agreement with the Arizona Department of Transportation for Economic Strength Project Improvements at SR 69 and Walker Road, attached hereto as Exhibit "A".

SECTION 2. THAT, the Mayor and Staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.


PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 13th day of FEBRUARY, 1996.



PAUL S. DALY, Mayor

ATTEST:

APPROVED AS TO FORM:



JUDY CARSON, Acting City Clerk



JOHN R. MOFFITT, City Attorney

APPROVAL OF THE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PRESCOTT and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 14th day of February, 1996.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-2680-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26th day of February, 1996.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
9042G